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Attorneys for Defendant LegitScript, LLC

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

PHARMACYCHECKER.COM LLC,

Plaintiff,

vs.

LEGITSCRIPT LLC,

Defendant.

Case No. 3:22-cv-00252-SI

**DEFENDANT’S ANSWER TO
AMENDED COMPLAINT**

Defendant LEGITSCRIPT LLC (“Defendant” or “LegitScript”), as and for its Answer to the Amended Complaint (“Complaint”) filed by Plaintiff PHARMACYCHECKER.COM LLC

(“Plaintiff” or “PharmacyChecker”), respectfully states and alleges as follows upon information and belief:

Unless expressly admitted herein, LegitScript denies the allegations set forth in the Complaint. Moreover, LegitScript expressly denies that it engaged in any of the alleged wrongdoing described in the Complaint, and any statement in the Complaint which suggests that it did is false and is expressly denied.

LegitScript repeats the headings of the Amended Complaint solely for the purpose of tracking its responses thereto, and otherwise in no way admits any substantive validity or accuracy in their descriptions or characterizations.

NATURE OF THE ACTION

LegitScript admits that Plaintiff purports to state a claim under the Sherman Act, 15 U.S.C. § 1, against LegitScript. LegitScript denies that there is any merit or validity to any such claim. LegitScript denies the remaining allegations contained in the “Nature of the Action” section of the Complaint. Moreover, LegitScript denies any and all allegations of unlawful conduct contained in the section headings throughout Plaintiff’s Complaint, which are set forth herein solely for reference purposes.

JURISDICTION AND VENUE

1. The allegations in Paragraph 1 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, LegitScript denies the allegations in Paragraph 1.

2. Denies the allegations in Paragraph 2 of the Complaint to the extent alleged against LegitScript. Otherwise, denies knowledge or information sufficient to form a belief as to the truth

of the matters stated therein. To the extent the allegations in Paragraph 2 of the Complaint state legal conclusions, no response is required. To the extent a response is required, LegitScript denies the allegations in Paragraph 2.

3. The allegations in Paragraph 3 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, LegitScript denies the allegations in Paragraph 3.

4. The allegations in Paragraph 4 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, LegitScript denies the allegations in Paragraph 4.

PARTIES

5. Denies knowledge or information sufficient to form a belief as to the truth of the matters set forth in Paragraph 5 of the Complaint.

6. Denies knowledge or information sufficient to form a belief as to the truth of the matters set forth in Paragraph 6 of the Complaint.

7. Admits that LegitScript was a founding member of Alliance for Safe Online Pharmacies d/b/a ASOP Global (ASOP). Otherwise, to the extent alleged against LegitScript, denied. Otherwise, denies knowledge or information sufficient to form a belief as to the truth of the matters set forth in Paragraph 7 of the Complaint.

8. Admits that LegitScript is a member of Center for Safe Internet Pharmacies Ltd. (CSIP). Otherwise, to the extent alleged against LegitScript, denied. Otherwise, denies knowledge or information sufficient to form a belief as to the truth of the matters set forth in Paragraph 8 of the Complaint.

9. Admits that LegitScript is organized under the corporate laws of the State of Oregon and has its principal place of business in the State of Oregon, that LegitScript was founded by John Horton, and that LegitScript is a for-profit business. Denies the allegation set forth in Paragraph 9 of the Complaint that LegitScript is a “privately managed verification and monitoring service for online pharmacies” as inaccurate, incomplete, and/or misleading. Denies knowledge or information sufficient to form a belief as to the truth of the allegation that LegitScript is the “only private service recognized by NABP.” Denies that LegitScript is a direct competitor of PharmacyChecker.com in the market for online pharmacy verification. Denies the allegation that LegitScript “currently has contracts with companies such as Google to provide verification for and monitoring of Google’s ad platform” as inaccurate, incomplete, and/or misleading. LegitScript otherwise denies the allegations set forth in Paragraph 9 of the Complaint.

10. Denies knowledge or information sufficient to form a belief as to the truth of the matter set forth in Paragraph 9 of the Complaint.

11. Denies the allegations set forth in Paragraph 11 of the Complaint.

12. Denies the allegations set forth in Paragraph 12 of the Complaint.

13. Denies the allegations set forth in Paragraph 13 of the Complaint.

14. Denies the allegations set forth in Paragraph 14 of the Complaint.

SUBSTANTIVE ALLEGATIONS

Background and Summary

15. Denies the allegations set forth in Paragraph 15 of the Complaint.

16. Denies knowledge or information sufficient to form a belief as to the truth of the matters set forth in Paragraph 16 of the Complaint.

17. Denies knowledge or information sufficient to form a belief as to the truth of the matters set forth in Paragraph 17 of the Complaint.

18. Denies knowledge or information sufficient to form a belief as to the truth of the matters set forth in Paragraph 18 of the Complaint.

19. Denies knowledge or information sufficient to form a belief as to the truth of the matters set forth in Paragraph 19 of the Complaint.

20. Denies the allegations set forth in Paragraph 20 of the Complaint.

21. Denies the allegations set forth in Paragraph 21 of the Complaint.

22. Denies the allegations set forth in Paragraph 22 of the Complaint to the extent alleged against LegitScript. Otherwise, denies knowledge or information sufficient to form a belief as to the truth of the matters set forth herein.

23. Denies the allegations set forth in Paragraph 23 of the Complaint to the extent alleged against LegitScript. Otherwise, denies knowledge or information sufficient to form a belief as to the truth of the matters set forth herein.

24. Denies the allegations set forth in Paragraph 24 of the Complaint to the extent alleged against LegitScript. Otherwise, denies knowledge or information sufficient to form a belief as to the truth of the matters set forth herein.

25. Denies the allegations set forth in Paragraph 25 of the Complaint to the extent alleged against LegitScript. Otherwise, denies knowledge or information sufficient to form a belief as to the truth of the matters set forth herein.

26. Denies the allegations set forth in Paragraph 26 of the Complaint to the extent alleged against LegitScript. Otherwise, denies knowledge or information sufficient to form a belief as to the truth of the matters set forth herein.

27. Denies the allegations set forth in Paragraph 27 of the Complaint to the extent alleged against LegitScript. Otherwise, denies knowledge or information sufficient to form a belief as to the truth of the matters set forth herein.

28. Denies the allegations set forth in Paragraph 28 of the Complaint to the extent alleged against LegitScript. Otherwise, denies knowledge or information sufficient to form a belief as to the truth of the matters set forth herein.

29. Denies the allegations set forth in Paragraph 29 of the Complaint to the extent alleged against LegitScript. Otherwise, denies knowledge or information sufficient to form a belief as to the truth of the matters set forth herein.

The Relevant Market

30. Denies the allegations set forth in Paragraph 30 of the Complaint.

31. Denies the allegations set forth in Paragraph 31 of the Complaint that online pharmacy verification (also referred to as accreditation) is a service by which online pharmacies can obtain recognition by an independent, third-party verification service, and that obtaining such verification allows online pharmacies to signal to consumers that they are properly credentialed and thus subject to qualifications and regulatory oversight, that they practice ethically and lawfully, and that they sell genuine prescription drugs dispensed from licensed pharmacies to patients with valid prescriptions from qualified medical providers as inaccurate, incomplete, and/or misleading. LegitScript otherwise denies the allegations set forth in Paragraph 31 of the Complaint.

32. Denies the allegations set forth in Paragraph 32 of the Complaint that an important aspect of the online pharmacy verification service market is readily available information about online pharmacy verification, and that LegitScript maintains a directory of its accredited online pharmacies as inaccurate, incomplete, and/or misleading. LegitScript otherwise denies the allegations set forth in Paragraph 32 of the Complaint.

33. Denies the allegations set forth in Paragraph 33 of the Complaint that LegitScript does not provide any information to consumers about safe international pharmacies that sell to consumers in the United States as inaccurate, incomplete, and/or misleading. LegitScript otherwise denies the allegations set forth in Paragraph 33 of the Complaint.

34. Denies the allegations set forth in Paragraph 34 of the Complaint that a comparative drug pricing information directory provides consumers with current pricing information for specific drugs at licensed pharmacies, and that the information is either ascertained independently by the service provider or submitted for publication by participating pharmacies as inaccurate, incomplete, and/or misleading. LegitScript otherwise denies the allegations set forth in Paragraph 34 of the Complaint as to LegitScript, and denies knowledge or information sufficient to form a belief as to the truth of the matters set forth herein.

35. Denies the allegations set forth in Paragraph 35 of the Complaint.

36. Denies the allegations set forth in Paragraph 36 of the Complaint.

Online Pharmacies and Verification

37. Denies the allegations set forth in Paragraph 37 of the Complaint, except admits that the internet's proliferation of online pharmacies drastically improved consumer access to

alternative, lower-priced sources of prescription drugs and that it has also facilitated bad actors who engage in nefarious or unsafe practices.

38. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 38 of the Complaint.

39. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 39 of the Complaint.

40. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 40 of the Complaint.

41. Denies the allegations set forth in Paragraph 41 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

42. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 42 of the Complaint.

43. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 43 of the Complaint.

44. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 44 of the Complaint.

45. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 45 of the Complaint.

46. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 46 of the Complaint.

47. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 47 of the Complaint.

48. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 48 of the Complaint.

49. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 49 of the Complaint.

50. Denies the allegations set forth in Paragraph 50 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

51. Denies the allegations set forth in Paragraph 51 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

52. Denies the allegations set forth in Paragraph 52 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

53. Denies the allegations set forth in Paragraph 53 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

54. Denies the allegations set forth in Paragraph 54 of the Complaint.

55. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 55 of the Complaint.

56. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 56 of the Complaint.

57. Paragraph 57 of the Complaint asserts conclusions of law to which no response is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth therein.

58. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 58 of the Complaint.

59. Denies the allegations set forth in Paragraph 59 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

60. Denies the allegations set forth in Paragraph 60 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

61. Denies the allegations set forth in Paragraph 61 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

Agreements and Communications of Defendants and Co-Conspirators

62. Denies the allegations set forth in Paragraph 62 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

63. Denies the allegations set forth in Paragraph 63 of the Complaint, except admits that, in 2006, John Horton was working as a political appointee in the U.S. Office of National Drug Control Policy (ONDCP).

64. Denies the allegations set forth in Paragraph 64 of the Complaint.

65. Denies the allegations set forth in Paragraph 65 of the Complaint.

66. Denies the allegations set forth in Paragraph 66 of the Complaint.

67. Denies the allegations set forth in Paragraph 67 of the Complaint, except admits that ASOP was formed in 2009 and that LegitScript is a member of ASOP.

68. Admits the allegations in Paragraph 68 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

69. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 69 of the Complaint.

70. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 70 of the Complaint.

71. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 71 of the Complaint.

72. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 72 of the Complaint.

73. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 73 of the Complaint.

74. Denies the allegations in Paragraph 74 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

75. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 75 of the Complaint.

76. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 76 of the Complaint.

77. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 77 of the Complaint.

Actions in Furtherance of the Conspiracy

78. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 78 of the Complaint.

79. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 79 of the Complaint.

80. Denies the allegations in Paragraph 80 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

81. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 81 of the Complaint.

82. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 82 of the Complaint.

83. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 83 of the Complaint.

84. Denies the allegations in Paragraph 84 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

85. Denies the allegations in Paragraph 85 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

86. Denies the allegations in Paragraph 86 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

87. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 87 of the Complaint.

88. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 88 of the Complaint.

89. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 89 of the Complaint.

90. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 90 of the Complaint.

91. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 91 of the Complaint.

92. Denies the allegations in Paragraph 92 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

93. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 93 of the Complaint.

94. Denies the allegations set forth in Paragraph 94 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth therein.

95. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 95 of the Complaint.

96. Denies the allegations in Paragraph 96 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

97. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 97 of the Complaint.

98. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 98 of the Complaint.

99. Denies the allegations set forth in Paragraph 99 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth therein.

100. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 100 of the Complaint.

FIRST CLAIM
Conspiracy to Restrain Trade – 15 U.S.C. § 1 (All Defendants)

101. Repeats, reiterates and realleges its responses to Paragraphs 1 through 100 of the Complaint, inclusive, as if set forth at length more fully herein.

102. Paragraph 102 of the Complaint asserts conclusions of law to which no response is required. To the extent a response is required, LegitScript denies the allegations set forth therein.

103. Paragraph 103 of the Complaint asserts conclusions of law to which no response is required. To the extent a response is required, LegitScript denies the allegations set forth therein as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

104. Paragraph 104 of the Complaint asserts conclusions of law to which no response is required. To the extent a response is required, LegitScript denies the allegations set forth therein and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

105. Paragraph 105 of the Complaint asserts conclusions of law to which no response is required. To the extent a response is required, LegitScript denies the allegations set forth therein as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

106. Paragraph 106 of the Complaint asserts conclusions of law to which no response is required. To the extent a response is required, LegitScript denies the allegations set forth therein as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

107. Paragraph 107 of the Complaint asserts conclusions of law to which no response is required. To the extent a response is required, LegitScript denies the allegations set forth therein as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

108. Paragraph 108 of the Complaint asserts conclusions of law to which no response is required. To the extent a response is required, LegitScript denies the allegations set forth therein as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

109. Denies the allegations in Paragraph 109 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

110. Denies the allegations in Paragraph 110 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

111. Denies the allegations in Paragraph 111 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

112. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 112 of the Complaint.

113. Denies the allegations in Paragraph 113 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

114. Denies the allegations in Paragraph 109 of the Complaint as to LegitScript, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

SECOND CLAIM

False Advertising or Promotion – 15 U.S.C. § 1125(a) (Against NABP)

115. Repeats, reiterates and realleges its responses to Paragraphs 1 through 114 of the Complaint, inclusive, as if set forth more fully at length herein.

116. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 116 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

117. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 117 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

118. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 118 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

119. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 119 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

120. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 120 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

121. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 121 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

122. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 122 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

123. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 123 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

124. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 124 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

125. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 125 of the Complaint is required. To the extent a response is required,

LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

126. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 126 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

127. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 127 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

128. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 128 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

129. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 129 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

130. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 130 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

131. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 131 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

132. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 132 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

133. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 133 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

134. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 134 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

135. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 135 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

136. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 136 of the Complaint is required. To the extent a response is required,

LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

137. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 137 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

138. The second claim of the Complaint is alleged against NABP only and, as such, no response to Paragraph 138 of the Complaint is required. To the extent a response is required, LegitScript denies knowledge or information sufficient to form a belief as to the truth of the matters set forth therein.

REQUEST FOR RELIEF

LegitScript denies that Plaintiff is entitled to any of the relief it requests or any other relief, and respectfully requests that the Complaint be dismissed with prejudice, together with an award of LegitScript's costs and attorneys' fees in defending this action, together with such other and further relief as this Honorable Court may deem just, proper and equitable.

DEMAND FOR JURY TRIAL

LegitScript denies that Plaintiff is entitled to a trial by jury on its claim against LegitScript, and respectfully requests that the Complaint be dismissed with prejudice, together with an award of LegitScript's costs and attorneys' fees in defending this action, together with such other and further relief as this Honorable Court may deem just, proper and equitable.

AFFIRMATIVE DEFENSES

In further response to the Complaint, and subject to its responses to Paragraphs 1 through 138 of the Complaint, inclusive, as set forth above, LegitScript asserts the following affirmative defenses in response to the allegations contained in the Complaint:

1. The Complaint fails to state a claim upon which relief may be granted.
2. Plaintiff's claim is time-barred, in whole or in part, by the applicable statute of limitations or the equitable doctrine of laches.
3. Plaintiff's claim is barred, in whole or in part, because Plaintiff does not have standing to state a claim or sue for damages due to the unlawful nature of its business.
4. Plaintiff's claim is barred, in whole or in part, because Plaintiff has not suffered actual, cognizable injury under the antitrust laws.
5. Plaintiff's claim(s) for equitable relief are barred, in whole or in part, by the doctrine of unclean hands due to Plaintiff's facilitation of unlawful importation.
6. Plaintiff's claim is barred, in whole or in part, because the conduct alleged did not cause any harm or injury to consumers or competition.
7. Plaintiff's claim is barred, in whole or in part, because it has failed to join all parties that are necessary for a just adjudication of its claim.
8. Plaintiff's claim is barred, in whole or in part, because LegitScript is not liable for the acts of any other party or non-party, nor can it effect prospective relief that Plaintiff may be seeking from any other party or non-party.
9. Plaintiff's claim is barred, in whole or in part, because LegitScript's alleged conduct was lawful, justified, and pro-competitive, constituted *bona fide* business practices, and

was carried out in furtherance of LegitScript's independent and legitimate business interests. Such conduct is evaluated under the rule of reason.

10. Plaintiff's claim is barred, in whole or in part, because none of LegitScript's challenged actions or omissions substantially lessened competition within any properly defined market.

11. Plaintiff's claim is barred, in whole or in part, by the First Amendment and the Noerr-Pennington Doctrine.

12. Plaintiff's claim is barred, in whole or in part, because and to the extent of its failure to allege economically or legally cognizable relevant market(s).

13. Plaintiff is precluded from recovering damages, in whole or in part, because and to the extent of its failure to mitigate alleged damages, if any.

14. Plaintiff cannot establish any damages because it did not suffer any alleged economic losses under applicable laws.

15. Any economic loss allegedly suffered by Plaintiff was not a proximate result of any of LegitScript's alleged conduct.

16. Plaintiff's claim is barred, in whole or in part, because LegitScript's alleged conduct did not cause any harm or injury to consumers or competition in any relevant market.

17. Plaintiff's claim is barred, in whole or in part, because any alleged damages are too speculative, uncertain, and/or impossible to ascertain and/or allocate.

18. LegitScript reserves the right to assert additional defenses that are supported by information or facts obtained through discovery or other means, and expressly reserves the right

to amend this answer, within the limits of Fed. R. Civ. P. 15, to assert such affirmative defenses in the future.

WHEREFORE, Defendant LEGITSCRIPT, LLC respectfully requests that this Honorable Court dismiss Plaintiff PHARMACYCHECKER.COM LLC's Amended Complaint in its entirety, with prejudice, award LegitScript its attorneys' fees, costs and expenses of defending this action as available under applicable law or in equity, and order any other and further relief as this Honorable Court may deem just, proper and equitable.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38, LegitScript demands a trial by jury on all claims so triable.

Dated: August 15, 2022

Respectfully submitted,

GORDON REES SCULLY MANSUKHANI,
LLP

By: *s/ Richard P. Sybert*

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Attorneys for Defendant LegitScript, LLC